

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

CARLOS A. SANTIAGO,
MELISSA A. LAFFREDO,

Plaintiff(s),

-vs-

**ORDER
APPOINTING PRO BONO COUNSEL
19-CV-6860-FPG-MJP**

THE CITY OF ROCHESTER, et al.,

Defendant(s).

On August 31, 2021, this Court granted the plaintiffs' motion to appoint counsel and authorized a limited scope *pro bono* appointment to conduct discovery in this matter. (ECF No. 37).

IT IS HEREBY ORDERED that Roy Mura, Esq., of the Mura Law Group, (located at 930 Rand Building 14 Lafayette Square, Buffalo, NY 14203) is assigned *pro bono*, to represent the *pro se* plaintiffs, Carlos Santiago and Melissa Laffredo, faithfully and diligently in this case for the limited purpose described above.

IT IS FURTHER ORDERED that Roy Mura, Esq., shall provide *pro bono* representation in affiliation with the Erie County Bar Association Volunteer Lawyers Project ("VLP"). VLP shall support Mr. Mura in various ways including opening a *pro bono* case file for this matter but will not directly serve Carlos Santiago or Melissa Laffredo. Any information obtained by VLP about Carlos Santiago and Melissa Laffredo will be considered confidential per Rule 1.6 of the New York Rules of Professional Conduct.

Roy Mura, Esq., shall receive the benefits and protections afforded to other volunteers of VLP and shall periodically inform VLP of the procedural status of this case. Upon the conclusion of the *pro bono* representation, Mr. Mura shall inform VLP of the outcome and the total number of *pro bono* hours provided in this matter. Accordingly, VLP shall issue New York Continuing Legal Education credits to Mr. Mura for his *pro bono* work, to the extent permitted under the accreditation rules.

VLP's responsibilities under this Order shall end with the conclusion of this *pro bono* assignment (whether through conclusion of assigned representation, withdrawal from representation (with permission from the Court), or otherwise). VLP may also apply to the Court to terminate its responsibilities under this Order at any time, for good cause shown.

The Clerk of Court shall send a copy of this Order to Roy Mura, Esq., along with the Court's Guidelines Governing the Reimbursement from the District Court Fund of Expenses Incurred by Court Appointed Counsel. The Chief Judge of this Court will also issue an Order directing PACER to waive its fees so that Mr. Mura can access all documents filed in this case. If *pro bono* counsel is unable to access any document in this matter through PACER on the Court's Case Management/Electronic Case Management System, the Clerk of Court shall provide a free copy of any such document to *pro bono* counsel upon request. Pursuant to L.R. Civ. Pro. 83.3, in appropriate circumstances, appointed counsel may make a formal request to the presiding judge for an appointment of *pro bono* co-counsel from the Court's Senior *Pro Bono* Panel.

Mr. Mura shall contact the plaintiffs within 14 days of the issuance of this order.

IT IS SO ORDERED.



HON. MARK W. PEDERSEN
UNITED STATES MAGISTRATE JUDGE

Dated: November 18, 2021
Rochester, New York

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

Robert H. Jackson
United States Courthouse
2 Niagara Square
Buffalo, New York 14202
Phone: 716-551-1700
Fax: 716-551-1705



Kenneth B. Keating
Federal Building
100 State Street, Room 2120
Rochester, New York 14614
Phone: 585-613-4000
Fax: 585-613-4035

NOTICE OF APPOINTMENT AND ACKNOWLEDGEMENT
(LIMITED SCOPE)

1. CASE NAME/NUMBER:

Santiago, et al., v. City of Rochester Police Department, et al., 19-cv-6860

2. PRO SE LITIGANT (FULL NAME):

Carlos Santiago

3. PRO BONO ATTORNEY (FULL NAME):

Roy Mura, Esq. Mura Law Group 930 Rand Building 14 Lafayette Sq. Buffalo NY

4. PRO BONO PROGRAM THE ATTORNEY IS AFFILIATED WITH (VLP OR JUSTCAUSE):

The Erie County Bar Association 's Volunteer Lawyer 's Project, Inc. (" VLP ")

5. SCOPE OF PRO BONO ASSIGNMENT:

This pro bono appointment will be limited to conducting discovery.

I, the undersigned, understand and agree that:

1. The *pro bono* attorney assigned to represent me will provide *pro bono* representation in affiliation with (hereinafter described as the "Pro Bono Program"):

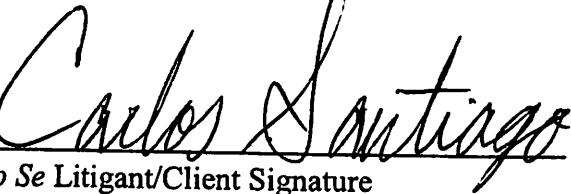
The Erie County Bar Association 's Volunteer Lawyer 's Project, Inc. (" VLP ")

2. The *Pro Bono* Program's role is to provide support to the attorney in various ways including, but not limited to, opening an attorney/client case file for the attorney.
3. The *Pro Bono* Program does not represent me and will not provide me with any direct services.

4. The *Pro Bono* Program will treat any information obtained about me as confidential in accordance with Rule 1.6 of the New York State Rules of Professional Conduct.
5. The representation I receive from the *pro bono* attorney requires my cooperation with the *Pro Bono* Program and with the volunteer attorney.
6. The *pro bono* attorney must periodically update the *Pro Bono* Program regarding the procedural status of this case, in order to receive the benefits and protections afforded to other volunteers of the *Pro Bono* Program.
7. The *Pro Bono* Program's involvement shall terminate upon conclusion of the *pro bono* attorney's assignment (whether by completing the assignment or being removed by the Court). Alternatively, the *Pro Bono* Program may also ask the Court to terminate its involvement at any time, for good cause.
8. The *pro bono* attorney and/or the *Pro Bono* Program may ask the Court to withdraw from the *pro bono* assignment, if my income or resources exceed the eligibility guidelines. Such an application will be made pursuant to the New York Rules of Professional Conduct and applicable law.
9. The *pro bono* attorney shall, in consultation with me, determine what professional steps are appropriate to represent me.
10. The *pro bono* attorney has the right to seek and retain attorney fees and statutory costs from the opposing party, providing that my legal interests are not prejudiced by the same.
11. Should I decide to file an appeal after the conclusion of the representation, neither the *pro bono* attorney nor the *Pro Bono* Program must represent me.
12. Neither the *pro bono* attorney nor the *Pro Bono* Program is obliged to represent me in any related or unrelated proceedings or matters, outside of the scope this assignment (see "Scope of *Pro Bono* Assignment" detailed above).
13. INFORMED CONSENT FOR LIMITED SCOPE LEGAL REPRESENTATION: I, the undersigned, understand that the *pro bono* attorney who will represent me is volunteering their services to the United States District Court for the Western District of New York. I understand that the representation will not continue beyond the limited scope described above. I also understand that the *pro bono* attorney has agreed only to provide me with the services specifically described above. I understand the *pro bono* attorney may request information and documents from me in connection with this representation, and I hereby agree to answer fully and honestly. The *pro bono* attorney may rely on the information I supply to provide me legal advice and/or representation.

If I do not cooperate with the *pro bono* attorney, they may ask the Court to remove them from the case. I also understand that the *Pro Bono* Program listed above supports the *pro bono* attorney but will NOT provide any direct representation for me. I hereby consent to this limited-scope representation.

By signing below, I agree to all of the terms and conditions listed above (1-13).

x 
Pro Se Litigant/Client Signature

x 11/11/21
Date

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

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Buffalo, New York 14202
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2. PRO SE LITIGANT (FULL NAME):

Melissa Laffredo

3. PRO BONO ATTORNEY (FULL NAME):

Roy Mura, Esq. Mura Law Group 930 Rand Building 14 Lafayette Sq. Buffalo NY

4. PRO BONO PROGRAM THE ATTORNEY IS AFFILIATED WITH (VLP OR JUSTCAUSE):

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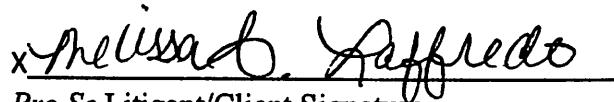
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